### *Remarks*

Claims 86, 88-94, 96-102 and 104-109 are currently pending in the application and stand as rejected.

The Examiner has responded to the Applicant's Remarks in the previously filed Response (filed March 1, 2006), determining them to be unpersuasive. The Examiner states that the Applicant appears to have made contradictory remarks, namely, a statement made by the Applicant as follows: "the requestor, which would be the equivalent of the drivers in the PRN reference, **are allowed to configure the products selected by the fleet manager.**" This statement was made by the Applicant in error, and the Applicant wishes to withdraw this statement from the record. This statement had a phrase unintentionally deleted therefrom, and should have read as follows: "In amended claims 86, 94 and 102, the Applicants clearly state that the requestor, which would be the equivalent of the drivers in the PRN reference, must select from pre-defined bundles, whereas the drivers in the PRN reference are allowed to configure the products selected by the fleet manager." The missing phrase is underlined. Note that this is supported by further statements made by the Applicant, which read as follows:

> The Applicants have amended Claims 86, 94 and 102 to make it clear that the requestor is allowed to select only from the predefined virtual bundles. Claims 86, 94 and 102 do not claim that the requestor is able to configure his own product for purchase, as is disclosed by the PRN reference.

The Applicant requests that the Examiner please correct the record accordingly.

The Examiner has objected to Claims 88, 96 and 104 stating that the term "obsolete" is not defined by the claim and that no standard is provided for ascertaining the requisite degree of obsoleteness. Further, the Examiner states that there is no mention of who determines that a part

or product is obsolete. The Applicant is in disagreement with the Examiner on these points. The claim clearly states that the server application determines whether any products in the virtual bundle are obsolete. Therefore, the claim does not require a definition for obsolete but only requires a server that is able to determine whether a product is obsolete. Because the determination is made by the server, no definition of the term obsolete is necessary for the outside observer. As a result, the Applicants request that the Examiner withdraw the objection to Claims 88, 96 and 104.

The Examiner has rejected Claims 86, 88-94, 96-102 and 104-109 under 35 U.S.C. § 103(a) as being unpatentable over PRN, Dell Computer and Henson as defined on page 5 of the Office Action. In response, the Applicants have amended the independent claims of the application to make it clear that the requestor must select a virtual bundle "without further configuration or option selecting." The Applicant is of the opinion that this amendment further distances the rejected claims from the cited prior art.

Regarding the PRN reference, the Examiner clearly states in the Office Action that "PRN teaches the a [sic] fleet manager establishing product selectors on the Internet and allowing drivers to make product/option selections online using a secure user ID and password. PRN further teaches drivers being permitted to choose from designated product options or being allowed to build entire vehicles." The Examiner interprets this as a fleet manager acting as an administrator in control of products bundled to make a completed product bundle. The Applicant respectfully submits that the limitation added to Claims 86, 94 and 102 via the amendment above clearly brings the claims outside of the scope of the PRN reference. No disclosure is made in the cited reference of a system wherein the bundled products are selected by the administrator and

further wherein the requestor must select one of the pre-defined bundles **without further**

**configuration or option selecting.** The Applicant assumed that this limitation would be implied

in the claims because the claims do not positively recite an element which states that the

requestors are allowed to configure the bundles, but instead only contains a limitation that

"allows the requestor to select a pre-defined bundle." The Examiner has apparently read the

limitation that requestors be allowed to configure the bundles into the claim. However, the

Applicant has now explicitly added the limitation that bundles are not to be configured by the

requestor by the amendments above. As a result, the Applicant respectfully submits the claims,

as amended, are distinguished from the PRN reference.

With respect to the reference to Dell Computer, the Applicants respectfully submit that

Dell does not disclose a special administrative user from the group who is able to configure

products and in addition, buyers from the same group able to select the predefined bundles for

purchase. As stated in the previous response, Dell Computer clearly states that there are three

types of users permitted to access the Dell Premier Pages, referred to as Users, Buyers and

Managers:

> Access to Premier Pages is controlled and managed by the
> customer. Once the site has been developed customers are given
> IDs and passwords that will determine access privileges for each
> level and category of user. Premier Pages support log-in security at
> three user levels: "Users" can see product details, but can't
> purchase; "Buyers" have access to purchase details and the 'BUY'
> button while "Managers" can access all information, including
> detailed management reports. (emphasis added)

The Dell reference does not define an administrative user having access to create virtual

bundles for purchase by other members of the administrator's group. Only users of type User

(can see product details, but not purchase), Buyer (have access to the purchase details and the "BUY" button), or Manager (can access all information, including detailed management reports) are defined as user types from the customer group. Thus, the administrative user, able to pre-configure bundles for purchase, is not taught or disclosed.

With respect to Henson, this reference clearly states that the computers available for purchase on the system described by Henson are customizable or configurable computer systems and that the system has a database provided for supplying *configuration options* to a software application (described as the configurator) in accordance with an identification of the user belonging to a prescribed customer set. Therefore, the end user purchasing a computer is still able to configure the computer system from among selected options.

The Examiner states that the prior art teaches a "smart configurator" that presents a base product selected by the customer using a Premier Page and presents required compatible components, bundled software, and optional accessories. The Examiner interprets this as "instantiated data by dynamically generating a bundle of products and accessories for a customer to select." First, the Applicant points out that the "smart configurator" shown in Figure 4 of Henson as reference number 70 is a software application which allows customers to configure systems based on various parameters which are selected by the customer. This is not a server application wherein an authorized user associated with a group creates a virtual bundle for selection by other users of the group. Henson describes reference number 70 in column 6, lines 18-21 which states as follows:

> . . . from a system configuration options screen 70, a customer of
> the online store 10 can build a customer configured machine by
> selecting from options listed on the configuration screen 70.

Thus, in this reference, customers are able to choose different configurations and different options. As a result, the Applicants respectfully submit that the independent claims as amended are outside the scope of this reference and, as a result, the combination of Dell Computer, Henson and PRN do not suggest the invention as claimed in the amended Claim 86, 94 and 102. Note also that the description of Dell's Premier Pages indicates that they are customized, secured pages created by Dell for its corporate and public sector customers. However, no mention is made of an administrator who is a member of the group being able to configure pre-bundled systems for members of his own group.

As a result, the Applicants respectfully submit the combination does not teach or suggest a system whereby special users from the customer's group are able to pre-configure bundles of products for purchase, and further wherein other users from the customer's group are able to log in to purchase those pre-defined bundles (without further configuration or option selecting).

## Conclusion

As stated above, the combination of PRN, Dell and Henson does not teach or suggest the present invention as claimed in the amended, independent claims of the application, and therefore, the Applicants respectfully submit that amended Claims 86, 94 and 102 are differentiated from the combination of PRN, Dell and Henson.

The Applicant respectfully requests reconsideration of all currently pending claims in light of the discussion above and requests allowance of all claims at the earliest possible time.

It is believed that this Response and Amendment requires no further fees. However, if an additional fee is required for any reason, please charge Deposit Account No. 02-4800 the necessary amount.

Should the Examiner have any questions regarding these amendments or arguments, the Applicant requests that the Examiner contact the Applicant's attorney, listed below.

Respectfully submitted,

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